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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

GOLDEN BOY PROMOTIONS, LLC, a  
Delaware limited liability company,

Plaintiff,

vs.

RYAN GARCIA, an individual, GUADALUPE  
VALENCIA, an individual, and DOES 1  
through 25, inclusive,

Defendants.

CASE NO. 2:23-cv-00942-APG-VCF

**RYAN GARCIA'S MOTION FOR  
LEAVE TO FILE UNDER SEAL**

Judge: The Hon. Andrew P. Gordon

Date Action Filed: June 16, 2023

[Motion to Dismiss and Motion for Judicial  
Notice filed concurrently herewith]

Pursuant to LR IA 10-5 of the Local Rules of Practice for the United States District Court of Nevada, Defendant Ryan Garcia, by and through his counsel of record, hereby requests leave to file under seal Ryan Garcia's Motion to Dismiss, Exhibits A-C to Ryan Garcia's Motion to Dismiss, and Ryan Garcia's Motion for Leave to File Under Seal.

This Motion is based upon the following Memorandum of Points and Authorities, the pleadings and papers filed in this action, and all other matters of which the Court may take judicial notice.

### **MEMORANDUM OF POINTS AND AUTHORITIES**

LR IA 10-5(a) requires papers filed with the Court under seal to be accompanied by a motion for leave to file those documents under seal. *See* LR IA 10-5(a). The Supreme Court recognizes a "general right to inspect and copy public records and documents, including judicial records and documents." *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 597 (1978). However, the Ninth Circuit has held that such right is not absolute. *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006); *see also Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003). A party may overcome the presumption of access by showing that "compelling reasons supported by specific factual findings [ ...] outweigh the general history of access and the public policies favoring disclosure." *Kamakana*, 447 F.3d at 1178-79 (citation omitted) (internal quotation marks omitted). "[C]ompelling reasons" sufficient to outweigh the public's interest in disclosure and justify sealing court records exist when such 'court files might have become a vehicle for improper purposes,' such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or release trade secrets." *Id.* at 1179 (citations omitted).

To preserve the confidentiality of Ryan Garcia and Golden Boy Promotions LLC's sensitive business and financial information, the Agreement obligates the parties to maintain strict confidentiality as to the terms of the Agreement and provides for liquidated damages in the amount of [REDACTED] in the event that either party breaches their confidentiality agreement. (*See* Pearl Decl. Ex A. § 14) Specifically, Section 14 of the Agreement states:



(Pearl Decl. Ex. A at § 14.)

Despite being subject to a strict obligation to keep confidential the terms of the Agreement, Plaintiff has breached its confidentiality obligations on more than one occasion. Plaintiff breached its confidentiality obligations by directly referencing and quoting specific terms of the Agreement in the publicly filed Complaint, to the detriment of Ryan Garcia. (*See* Compl. ¶¶ 1, 9, 10, 20, 21.) Given Ryan Garcia is one of the most popular and promising professional athletes in the sport of boxing today, Plaintiff's public filing immediately became the basis of extensive press coverage. For example, Plaintiff's public Complaint became the basis for an article published by ESPN just hours after the filing on June 16, 2023. *See* Mike Coppinger, *Golden Boy files suit against Ryan Garcia to enforce contract*, ESPN (Jun 16, 2023), [https://www.espn.com/boxing/story/\\_/id/37866532/golden-boy-files-suit-ryan-garcia-enforce-contract](https://www.espn.com/boxing/story/_/id/37866532/golden-boy-files-suit-ryan-garcia-enforce-contract). Plaintiff's public Complaint and references to confidential provisions of the Agreement were also the basis of many other articles such as an article published by Boxing Scene and Bleacher Report on June 17, 2023. *See, e.g.,* Keith Idec, *Golden Boy Promotions Files Lawsuit Against Ryan Garcia, Lupe Valencia To Enforce Contract*, Boxing Scene (Jun 17, 2023), <https://www.boxingscene.com/golden-boy-promotions-files-lawsuit-against-ryan-garcia-lupe->

1 valencia-enforce-contract--175448; *see also* Mike Chiari, *Oscar De La Hoya's Golden Boy*  
 2 *Promotions Sues Ryan Garcia to Enforce Boxing Contract*, Bleacher Report (June 17, 2023),  
 3 [https://bleacherreport.com/articles/10079658-oscar-de-la-hoyas-golden-boy-promotions-sues-](https://bleacherreport.com/articles/10079658-oscar-de-la-hoyas-golden-boy-promotions-sues-ryan-garcia-to-enforce-boxing-contract)  
 4 [ryan-garcia-to-enforce-boxing-contract](https://bleacherreport.com/articles/10079658-oscar-de-la-hoyas-golden-boy-promotions-sues-ryan-garcia-to-enforce-boxing-contract).

5 Similarly, on July 19th, 2023, Plaintiff's co-owner, Oscar De La Hoya, disclosed  
 6 confidential information regarding the Agreement on the well-known podcast *The MMA Hour*. *See*  
 7 Steven Marroco, *Oscar De La Hoya addresses Ryan Garcia lawsuit, ongoing Eddie Hearn feud*,  
 8 MMA Fighting (July 19, 2023), [https://www.mmafighting.com/2023/7/19/23800916/oscar-de-la-](https://www.mmafighting.com/2023/7/19/23800916/oscar-de-la-hoya-addresses-ryan-garcia-lawsuit-ongoing-eddie-hearn-feud)  
 9 [hoya-addresses-ryan-garcia-lawsuit-ongoing-eddie-hearn-feud](https://www.mmafighting.com/2023/7/19/23800916/oscar-de-la-hoya-addresses-ryan-garcia-lawsuit-ongoing-eddie-hearn-feud). De La Hoya discussed specific  
 10 details regarding this case, as well as terms of the Agreement, legal and business affairs,  
 11 professional relationships, and Garcia's financial earnings. *Id.* Again given the notoriety of Ryan  
 12 Garcia, De La Hoya's comments quickly became fodder for press and social media attention. *See*,  
 13 *e.g.*, *Oscar De La Hoya opens up about feud with rising star Ryan Garcia*, Marca (July 20, 2023),  
 14 <https://www.marca.com/en/boxing/2023/07/20/64b9831a22601d04678b45d2.html>; *see also* Sean  
 15 Crose, *Oscar De La Hoya On Ryan Garcia: "Just Honor Your Contract"*, Boxing Insider (July 19,  
 16 2023), [https://www.boxinginsider.com/headlines/oscar-de-la-hoya-on-ryan-garcia-just-honor-](https://www.boxinginsider.com/headlines/oscar-de-la-hoya-on-ryan-garcia-just-honor-your-contract/)  
 17 [your-contract/](https://www.boxinginsider.com/headlines/oscar-de-la-hoya-on-ryan-garcia-just-honor-your-contract/); *see also* @MichaelBenson, X (July 19, 2023, 12:21pm).

18 Exhibits A, B, and C consist of documents that are confidential in nature, and/or contain  
 19 confidentiality provisions. Disclosure of Exhibits A, B, and C could result in harm to Ryan  
 20 Garcia if made further public than Plaintiff already has; and, given Oscar De La Hoya's past  
 21 conduct, the information is particularly at risk of being used by Oscar De La Hoya to "gratify  
 22 private spite, [and] promote public scandal..." *Kamakana*, 477 F.3d at 1179 (citations  
 23 omitted). Similarly, Ryan Garcia's Motion to Dismiss and Motion for Leave to File Under  
 24 Seal, directly quote sections of Exhibits A and B. The disclosure of such sections could result in  
 25 harm to Ryan Garcia. *Id.*; *see also Nev. W. Petroleum, LLC v. BP W. Coast Prods., LLC*, No.  
 26 2:15-cv-01684 APG-PAL, 2016 WL 5107089, at \*2 (D. Nev. Sep. 16, 2016) ("If the motion  
 27 to seal itself contains confidential information, the moving party may file a redacted motion  
 28 to seal on the public docket and an unredacted motion under seal.")

1           Accordingly, although Plaintiff has already breached these confidentiality obligations and  
2 disclosed portions of the Agreement, out of an abundance of caution Defendants respectfully  
3 request this Court issue an order permitting the filing of the materials described above under seal.  
4

5 DATED: August 21, 2023

CAMPBELL & WILLIAMS

6  
7 By: /s/ J. Colby Williams  
J. COLBY WILLIAMS

8 *Attorney for Defendant*  
9 Ryan Garcia  
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**CERTIFICATE OF SERVICE**

I hereby certify under penalty of perjury that on August 21, 2023, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all parties on the e-service list.

By: /s/ J. Colby Williams  
J. COLBY WILLIAMS

**CERTIFICATE OF SERVICE**

I am employed by Campbell & Williams in Las Vegas, Nevada. I am over the age of 18, and not a party to the within action. My business address is 710 S. Seventh Street, Suite A, Las Vegas, Nevada 89101.

On August 21, 2023, I served the foregoing document(s) described as:

- 1. RYAN GARCIA'S MOTION FOR LEAVE TO FILE UNDER SEAL**
- 2. DEFENDANT RYAN GARCIA'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT**
- 3. EXHIBITS A-C ATTACHED TO THE DECLARATION OF JAMES M. PEARL IN SUPPORT OF DEFENDANT RYAN GARCIA'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT**

on the interested parties by personally emailing the aforementioned document(s) in PDF format to all persons appearing on the below Service List at the corresponding email addresses set forth therein.

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I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on August 21, 2023.

By: /s/ John Y. Chong  
John Y. Chong